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ABSTRACT

An analysis of higher education collective bargaining agreements reveals that the question of faculty productivity is addressed almost exclusively in terms of workload, with the emphasis on efforts that are quantifiable. These workloads are defined in terms of minimums and maximums. Typically each agreement defines in specific terms what the minimum or basic acceptable workload is for full-time faculty members. A full-time teaching load is usually defined in terms of credit hours or contact hours taught. Mechanisms exist in a workload formula to credit faculty members for teaching overloaded classes and for other conditions. Most agreements make allowances for reduction in teaching load for a variety of activities, such as being department chairperson or being placed on a research grant. Once the definition of a minimum workload is determined, agreements address the maximum workload expected without extra pay or compensation. Agreements define very specifically what constitutes work overload in other instructional and instructional-related activities, including the following: class preparations, evening and weekend teaching, length of working day, minimum time between classes, teaching at different classes, limits on class size, course overloads, and student advising. Excerpts from collective bargaining agreements are included. (SW)

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COLLECTIVE BARGAINING PERSPECTIVES

Department of Education Administration

College of Human Resources and Education
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Harold I. Goodwin, Editor

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Faculty Productivity

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Defining faculty productivity in education in any meaningful sense is an extremely difficult task. What is productivity, anyway? How is it quantified and how is the quality of productivity measured? Does one look at productivity in terms of input, output, or both? In industry dollar measures are used. But this measure does not lend itself very well to educational productivity because neither the inputs nor the outputs are precisely defined, let alone priced. Nor is there agreement on a method for measuring the relationships between input and output, or the relative weights of their component variables.

In analyzing higher education collective bargaining agreements, most of these issues are not addressed. The question of productivity is addressed almost exclusively in terms of workload, with the emphasis on efforts which are quantifiable. These workloads are defined in terms of minimums and maximums.

Workload minimums are defined primarily for the benefit of the employer to ensure that faculty are performing duties at no less than a defined minimum level. Workload maximums (or limits), on the other hand, are defined primarily for the benefit of the employee, to ensure that he or she is not overworked; that is, not treated capriciously or unfairly in terms of workload.

Thus in collectively bargained agreements in higher education today virtually every consideration in determining workloads revolves around two tenets: (1) the employer must receive a minimum level or work effort from the faculty member, and (2) the employee has the right to receive extra pay or other compensation for any effort which exceeds that minimally defined workload.

Few agreements are as casual in their definition of a workload as was one agreement which stated:

> Functions and goals of departments and colleges differ throughout the university. Since the various subject areas have evolved from different academic and professional traditions, the precise manner in which each department contributes to teaching, research and public service cannot be specified uniformly on a university-wide, college-wide nor even on a department-wide basis. Furthermore, as is the case with other professionals, university faculty members can be most effective only if there is reasonable flexibility in determining the manner in which they shall fulfill their responsibilities. Individual workload assignments shall take into account teaching, research, and university and public servive.

More typically each agreement defines in specific terms what the minimum or basic acceptable workload is for full time faculty members.

Minimum Workloads

A full time teaching load is usually defined in terms of credit hours or contact hours taught. In those teaching-related activities which do not have specific credit hours attached to them, equivalencies are used to equate them to credit hours. These credit hours may be student credit hours or instruction credit hours, with consideration being given for every conceivable type of teaching arrangement possible. The following excerpt from one agreement illustrates this quite well:

> The teaching load for full-time teaching faculty is thirty instructor credit hours per academic year. Instructor credit hours shall be defined by the following ratios:
>
> a. One scheduled lecture hour per week per semester equals one instructor credit hour.
>
> b. Three scheduled laboratory hours per week per semester equals two instructor credit hours.
>
> c. Three scheduled hours per week per semester of academic conferences equals two instructor credit hours.
>
> d. As soon as four different scheduled preparations of courses listed in the college catalog, including g, h, i, and j below, total from twelve instructor credit hours to fifteen instructor credit hours, these preparations shall constitute fifteen instructor credit hours.
>
> e. Three scheduled hours per week per semester of foreign language instruction equals two instructor credit hours.
>
> f. Six scheduled nursing clinical hospital laboratory hours per week per semester equals five instructor credit hours.
>
> g. Direction/Production of a play having a running time of at least one hour equals three instructor credit hours.
>
> h. Direction/Production during a semester of a concert having a performing time of at least 45 minutes and at least two performances in the community equals one instructor credit hour.
>
> i. Production/Management during a semester of the regular publication of at least six issues of the student newspaper equals three instructor credit hours.
>
> j. Operation/Management during a semester of the college radio station with at least thirty hours a week of on-air/cable time equals three instructor credit hours.
>
> k. Twenty-four student credit hours in the College-at-home-Program equals one instructor credit hour.

l. Supervision/Planning during a semester of two daily 2½ hour sessions of an early childhood education school and supervision and evaluation of one section of students assigned to the laboratory equals fifteen instructor credit hours.

m. Whenever a section has more than one assigned faculty member, the number of instructor credit hours shall be divided by the number of faculty administratively assigned to that section according to a ratio of their respective responsibilities.

In addition, the assignment of instructor credit hours to these activities is altered in cases of excessive enrollments. In this particular agreement, when a class is administratively established in excess of the number of students normally allowed in the course, the instructor credit hours as defined by the above schedule are multiplied by the appropriate factor as follows:

Excess Number of Students	Factor
1-7	1.2
8-14	1.4
15-21	1.6
'	'
'	'
64-70	3.0

Through this mechanism the faculty member is given credit in the workload formula for the teaching of overloaded classes.

In those institutions which have supervision/internship programs, formulas may be used to determine instructor credit hours. And some of these formulas can be quite complex, as the following from one agreement will illustrate:

> [(Average travel time in hours per student roundtrip visit + average supervision time in hours per student visit + average report writing and telephoning, etc., time in hours per student visit) (average number of visits per student per semester) (number of assigned students at end of the refund period) + scheduled seminar time in hours per semester + seminar preparation in hours per semester + (Average placement time in hours per student) (number of assigned students at the end of the refund period)] divided by 35.

In this formula, however, maximums are placed on travel time, supervision time, seminar preparation time, placement time, etc.

Some agreements define workload in terms of contact hours of instruction. A normal workload for a full time faculty member may be thirty contact hours of instruction each year with various combinations across two semesters being acceptable, e.g., 16 and 14, 17 and 13. In these cases, there may be a semester limit, such as 18 hours. A contact hour in these agreements is usually defined in terms of minutes, e.g., 50 minutes per period of instruction each week or 800 minutes of instruction each semester. In these agreements, then, practially all faculty activities are equated to teacher contact or student credit hours which are used to determine the basic or minimum faculty teaching load.

In addition to these minimum teaching loads, most agreements specify that certain other types of obligations are to be met by the faculty member. For example, most agreements stipulate that academic year appointed faculty (other than 12 month appointees) are required to be present several days or weeks prior to and following each particular semester:

> Employees on academic year appointments shall work an academic year extending from three week days prior to the beginning of classes through examination days for the regular fall semester and from two weekdays prior to the beginning of classes for the spring semester through examination days plus commencement.

Agreements also require that certain other instructional related activities be attended, such as scheduled divisional, departmental, program, or all-college meetings which may be called by appropriate line administrators, as well as such other responsibilities related to fulfilling the faculty member's annual objectives.

Finally, agreements call for the faculty member to post a certain number of office hours per week for purposes of advising and student consultation. The typical agreement called for a minimum number of five hours per week for these activities.

Teaching Load Reductions

Virtually all agreements make allowances for reduction in teaching load for a variety of activities, such as being department chairperson, administrative duties, or being placed on a research grant.

Nevertheless, the faculty request for a reduction in workload may not by any stretch of the imagination be a simple or routine matter, as can be readily seen from the following clause in one agreement:

> Assignments for individual reduced teaching loads are recommended to the College Dean by (1) a departmental committee composed of three elected members and (2) a college committee composed of an elected representative from each department of the college offering an academic or professional major. A faculty member seeking a reduced teaching load for a given semester or year must submit a written proposal in justification of such request to departmental and college committess. Upon committee approval of a request for a reduced teaching load, the College Dean will review the recommended teaching reduction and may, for stated reasons, alter the recommended assignments after consultation with the appropriate Department Chairperson. The recommendations and final approval by the Dean shall be completed one month prior to the beginning of each semester.

Of the many agreements analyzed, only one made provisions for a reduction in the teaching load for publications if the faculty member had:

> (1) published or have accepted for publication as an author or primary co-author of a refereed paper in the immediate preceding year in a recognized professional and/or academic journal, or by the publication of a book by a recognized book publishing house or (2) had published or have accepted for publication three refereed papers as an author or primary co-author in a recognized professional and/or academic journal or by publication of a book by a recognized book publishing house during the period of four years immediately preceding the teaching load reduction.

Other activities found which generally allow for a reduction in the basic teaching load include the following: (1) holding the position of department chairperson; (2) preparation and/or administration of a grant or other outside funded project; (3) the development of new courses or curricula; (4) administrative activities or services; (5)develop-

mental activities; (6) special assignments; (7) acting as chairperson of standing committees; (8) being secretary of the faculty senate; (9) holding the position of president of the teachers association; and (10) being the chief union negotiator.

Workload Maximums

Once the definition of a minimum workload is determined, agreements address the maximum workload a faculty member may not be expected to exceed without extra pay or other compensation. While most agreements require extra pay for extra work beyond the basic workload, several allow the "banking" of credits for future use:

> A faculty member who accepts hours in excess of those specified may be compensated at the part-time teaching rate or elect to bank those hours with the approval of the College President. These banked hours will be held until the faculty member wishes to use them so that he may reduce his load in the future.

And, as might be expected, these agreements require that the faculty member receive a written statement itemizing the number of hours banked at the end of each academic year.

Agreements define very specifically what constitutes a work overload in other instructional and instructional-related activities, including the following, taken verbatim from the many agreements analyzed:

> **Class Preparations:** A regular full time member of the instructional staff shall not be required to prepare more than three separate course preparations per semester.
>
> **Evening Teaching:** Every effort shall be made to avoid assigning a faculty member to teach courses commencing after 5 p.m. as part of his or her required teaching load except where the faculty member requests this assignment in which case the request will be granted if at all possible. In any event, no faculty member shall be assigned to teach more than four credit or equivalent contact hours after 5 p.m. as part of his or her required teaching load during an academic year, unless the assignment of more than four credit or equivalent contact hours is required in order to provide the faculty member with a full teaching load.
>
> **Saturday and Sunday Classes:** No faculty member shall be assigned to teach classes scheduled on Saturday or Sundays as part of his or her required load except where he or she requests this assignment.
>
> **Length of Teaching Day:** No faculty member shall be assigned to teach courses scheduled to meet on the same day as part of his or her required teaching load where the time between the end of the first class hour and the beginning of the last class hour exceeds eight hours except under unusual circumstances in which case the faculty member shall receive additional compensation at the specified rate.
>
> **Minimum Time Between Classes:** No faculty members shall be assigned to teach courses scheduled to meet on consecutive days as part of his or her required teaching load where the time between the end of the last class hour one day and the beginning of the first class on the succeeding day is less than thirteen hours.
>
> **Teaching at Different Campuses:** No faculty member shall be assigned to teach courses meeting on more than two campuses or other locations on the same day nor be assigned to teach on two campuses/locations more than three days a week. A faculty member shall not be assigned to teach courses on three campuses or campuses/locations which have more than four course preparations.
>
> **Limits on Class Size:** Classes shall not exceed the following specified limits: (a) twenty in developmental classes, modern language conversation classes and seminar classes; (b) twenty-five in English composition and speech classes and modern language classes; (c) thirty in other classes except large lecture classes; (d) seventy-five in large lecture classes (which allows the instructor double credit toward his teaching load). Where student scheduling needs require that the above specified class loads be exceeded the faculty member shall be compensated in the amount of thirty dollars for each student beyond the class limit. In any case, a faculty member may elect to accept no more than two additional students in a class provided he/she informs the appropriate academic administrator prior to the beginning of advanced registration.
>
> **Recesses and Holidays:** No faculty member shall be required to be in attendance at the College during the Christmas and Spring recesses, on holidays recognized on the College calendar or Saturdays or Sundays, during intersession, or at other times when his or her classes are not scheduled to meet, when he or she is not proctoring, when office hours are not scheduled, or when committees on which the faculty member serves are not scheduled to meet.
>
> **Course Overloads:** No faculty member shall be assigned two overload courses in one semester until every faculty member in his or her department who has requested overload assignments and who is qualified to teach the course in question has been assigned one overload course.
>
> **Field Supervision:** A faculty member assigned field work supervision shall receive additional compensation at the specified rate.
>
> **Workdays per Week:** No faculty member shall be assigned to a work week of more than five days unless absolutely required and then only with mutual consent by the faculty member and the College.
>
> **Student Advising:** All teaching faculty shall be responsible for providing advising services for a maximum of forty assigned students, not more than thirty of whom shall be full-time. A faculty member who is assigned to advise more than forty students shall be compensated at the end of the academic year at the rate of $7 per student per year actually advised in excess of the above maximum.
>
> **Provisions for Noon Lunch:** Every effort will be made to ensure that where the instructor's schedule includes classes both before noon and after noon, at least one hour between 11:30 a.m. and 2:30 p.m. shall be unassigned for lunch purposes unless the instructor agrees to the contrary.
>
> **Weekly Classloads:** The teachers weekly class loads shall not exceed the following:

Work Type	Hours Per Week
Lecture-Discussion	17
Laboratory-Shop	22
Clinical Experience	23
Individual Study, Clinical Experience, etc.	25
Special Assignment (full time instructional)	35

> **Consecutive Classes:** Every effort will be made to avoid scheduling more than two classes consecutively.

Student Credit Hours: If at the time of the official count of the second term taught by the faculty member, the faculty member taught over 600 student credit hours including overload credit hours, if any, the faculty member shall receive additional compensation of $150.00; if over 720 student credit hours, $250.

Full Time Equivalent Students per Year: No faculty member shall have more than 350 full-time equivalent students per year, exclusive of lecture halls, team taught sections or non-traditional courses.

Summary

As can readily be seen from this analysis of agreement content, faculty productivity is addressed strictly in terms of a quantifiable workload. Much like the labor negotiated agreements in industry, the agreements are anchored on standard of minimum acceptable performance (for benefit of the employer) and clear definitions of what constitutes "overtime" (for the protection of the employee).

Therefore, all conceivable activities which a faculty member might be involved in are tallied up or counted in terms of whether they fall within the minimum workload or exceed it as "overtime" activities which require extra pay or compensation.

In addition, agreements provide guarantees that the faculty member will be given consideration for other concerns he or she has, such as a free lunch hour and not being required to teach back-to-back classes.

Thus, the agreement becomes a manual of procedures which employer and employee alike look to for determination of their obligations to each other—obligations which are stated almost exclusively in quantifiable terms of maximums and minimums.